

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

HOWARD I. GINSBURG, AS ADMINISTRATOR
OF THE ESTATE OF BRADLEY MARC
GINSBURG, DECEASED,

Plaintiff,

**STIPULATION OF SETTLEMENT
AND DISMISSAL OF ACTION**

v.

THE CITY OF ITHACA AND CORNELL
UNIVERSITY,

Defendants.

Civil Action No. 5:11-cv-1374
(DNH-DEP)

AT ____ O'CLOCK
Lawrence K. Baerman, Clerk - Utica

It is hereby stipulated and agreed that, to resolve plaintiff's claims against Cornell University in their entirety, plaintiff and Cornell have agreed to the following terms:

1. Cornell will establish a perpetual scholarship at Cornell in Bradley Ginsburg's name, entitled the Brad Ginsburg '13 Memorial Scholarship, with criteria designed to highlight his particular attributes and values, to be awarded to a qualified recipient consistent with applicable federal regulations and Cornell's need-based financial aid policy. A plaque bearing the name of the scholarship and the name Cornell University shall be hung in a location and of a design mutually agreed upon by Cornell and the plaintiff.
 - a. Criteria for the selection of recipients include honor, integrity, intelligence, academic excellence, hard work, and exceptional community service, and home residence within a tri-county area of Palm Beach, Broward, and Dade Counties in the State of Florida;
 - b. The recipient also must be enrolled full-time as an undergraduate at Cornell and be in good standing in order to qualify for the scholarship;
 - c. As financial aid at Cornell is subject to detailed federal regulations and reporting requirements, Cornell retains sole authority to award this scholarship to a financial-aid-eligible student who meets the criteria established for the scholarship, consistent with University policy and federal law;
 - d. Plaintiff has chosen for the scholarship
 a one-year term, awarded annually, or
 a multi-year term, awarded to a single student until that student graduates or becomes ineligible under the established criteria;
 - e. Upon a student's application for financial aid, the Director of Financial Aid and Student Employment will determine need and screen for satisfaction of

all criteria for the scholarship, and the award will be made in sufficient amount to meet the full financial need of the selected recipient for the term awarded (each award being dependent upon tuition and fees for that year, the personal/parental contributions, and any work-study employment contribution);

f. If the recipient who is selected leaves Cornell prior to the expiration of the term of the scholarship, a new scholarship will be awarded in the next academic year to a qualified applicant;

g. Cornell has agreed to consider plaintiff's recommendations for the recipient of the scholarship from a list to be provided by Cornell for each term the scholarship is to be awarded, which list shall contain biographical information (without any personally identifying information such as name, address, or level of financial need) for applicants who meet the criteria established for this scholarship, identified by the Director of Financial Aid Operations and Student Employment during the financial aid application process;

h. The scholarship will be awarded for the first time to a qualified student in the 2015-2016 academic year, and thereafter it will be awarded annually in perpetuity;

i. Cornell retains sole authority to make the final selection of a recipient consistent with Cornell policy and applicable federal law;

j. Each recipient will be offered the opportunity to have his/her name listed on the plaque described in paragraph 1;

k. Guidelines Cornell proposes for internal use in selecting the recipient for the Bradley Marc Ginsburg Memorial Scholarship have been prepared and presented to plaintiff, and accepted by plaintiff as part of the settlement;

l. A flyer will be prepared by Cornell with input from plaintiff to describe the scholarship and its namesake, Bradley Marc Ginsburg, to be distributed to the recipient of each scholarship awarded.

2. Cornell will establish an annual award, beginning in the 2015-2016 academic year, to be presented by the Director of Cornell Dining or designee, entitled the "Brad Ginsburg '13 Award for Outstanding Student Service at Cornell University," to a freshman student working in Cornell Dining who exemplifies the traits of hard work and positive attitude. Each recipient's name will be listed on a plaque titled as stated in this paragraph, to be hung in a location and of a design mutually agreed upon by Cornell and the plaintiff, and the existing plaque in North Star Dining Hall shall be hung next to it in Appel Commons in memory of Bradley Ginsburg.

3. Terms set forth in this Stipulation that have to be mutually agreed upon by Cornell and the plaintiff must be finalized within 120 days from the signing of this Stipulation.

4. The terms of this settlement will be public, as they must be to incorporate the plaques that plaintiff has requested to be included in the terms of settlement.

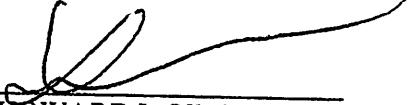
5. Cornell is solely using existing financial aid funds to establish the scholarship set forth in paragraph 1, above, and is not allocating any new money to fund this scholarship. Cornell insisted, and the parties agreed that Cornell would not make any payment to plaintiff in any way whatsoever, whether monetary or otherwise. There is no monetary value or any other value to the plaintiff with regard to this settlement and no such payment is incorporated in these terms of settlement. The monetary value of the scholarship is only to those students who receive a scholarship and no one else.

6. Each party will bear his/its own costs, disbursements, and attorney's fees.

7. Plaintiff agrees to the dismissal of this action as against Cornell in its entirety with prejudice.

8. The terms set forth herein fully reflect all of the terms agreed to by plaintiff and Cornell in settlement of the claims against Cornell.

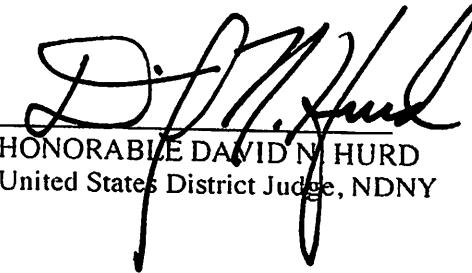
So stipulated this 19th day of September, 2014.


HOWARD I. GINSBURG
Plaintiff
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SO ORDERED.

Dated: September 22 2014


Utica, N.Y.

HONORABLE DAVID N. HURD
United States District Judge, NDNY